

JEFFREY M. WILSON
WILSON & McCOLL
420 W. Washington
P.O. Box 1544
Boise, Idaho 83701
Telephone: (208) 345-9100
ISB No. 1615
Attorney for Creditor
Associates Housing Finance

CLERK
IDAHO

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF IDAHO

8326

In re:)	Case No. 97-40760
)	
JOSEPH HOWARD LOTT)	MOTION FOR RELIEF FROM
)	AUTOMATIC STAY, NOTICE
Debtor.)	TO DEBTOR AND NOTICE OF
)	HEARING

COMES NOW Associates Housing Finance, (hereinafter referred to as "AHF") a secured creditor, and pursuant to 11 U.S.C. § 362, respectfully moves this Court for its Order granting relief to this Creditor from the effect of the automatic stay existing by virtue of 11 U.S.C. § 362(a) on the property hereinafter described, by annulling, modifying, or otherwise terminating the automatic stay so as to allow this Creditor to enforce its rights in certain collateral. In support of this Motion, this Creditor represents as follows:

I.

On October 22, 1996, AHF entered into a Manufactured Home Retail Installment Contract/Security Agreement with Debtor(s). To

MOTION FOR RELIEF FROM AUTOMATIC STAY,
NOTICE TO DEBTOR AND NOTICE OF HEARING - 1
04368520-2103029/sr

47/48

secure the payments required by the Manufactured Home Retail Installment Contract/Security Agreement, Debtor(s) executed a security agreement covering the below described collateral. The terms of the security agreement provide, in part, that AHF was granted a security interest in certain personal property therein described. Pursuant to the statutes of the State of Idaho, AHF perfected its security interest in the collateral. The collateral consists of the following:

1997 Fleetwood, Brookfield, manufactured home,
VIN IDFLT04A715358BF13 and IDFLT04B715358BF13

A true and correct copy of the agreement executed by such debtor is attached hereto and made a part hereof.

2. The Debtor(s) does not have any equity in the collateral. Notwithstanding that fact, however, the Debtor(s) has not provided adequate protection to AHF for its interest in (if any) or its use of (if any) AHF's collateral.

3. On the petition date of August 16, 1999 there was due, owing and unpaid upon the Manufactured Home Retail Instalment Contract/Security Agreement, the sum of \$40,753.03, with interest accruing thereafter at the rate of 11.25% per annum. The debtor has failed to make monthly payments in the sum of \$363.63 for the months of August, September and October, 1999.

4. The collateral has a value of approximately \$35,699.86.

WHEREFORE, in consideration of the above, this Court should forthwith order that the automatic stay in force pursuant to

§362(a) of the Bankruptcy Code be annulled, terminated and modified so as to allow AHF to enforce its right in and to the collateral above described by virtue of the contracts between AHF and Debtor(s) and applicable state and federal law.

Further, should AHF exercise its rights to repossess and sell or otherwise liquidate the subject collateral pursuant to an Order for Relief from Stay, AHF requests the right to file an amended Proof of Claim (within 90 days of) after the sale of the collateral for any deficiency balance remaining and such balance is to be paid and treated as an unsecured claim under the existing Confirmed Plan, if any. AHF maintains this right in the event that this case should convert to a subsequent chapter.

DATED this 13 day of October, 1999.

WILSON & McCOLL

By 

JEFFREY M. WILSON
Attorney for Claimant

NOTICE

YOU ARE HEREBY NOTIFIED that pursuant to Section 362(e) of the U.S. Bankruptcy Code, any stay in effect as against the secured creditor as to the property described above by virtue of Section 362(a) of the U.S. Bankruptcy Code will automatically vacate thirty (30) days from the date of service of this Motion without further notice of hearing unless this court after appropriate notice and hearing and within said thirty (30) day period, orders that said stay be continued in effect pending a final hearing and determination under Section 362(d).

YOU ARE FURTHER NOTIFIED that in the event an Order continuing the stay is not entered within thirty (30) days of the service of this Motion, the court may enter its Order without further notice to you annulling, terminating, or otherwise modifying the automatic stay as requested in this Motion. Any hearing, preliminary or otherwise, must be done by due and appropriate notice to the undersigned, and set and approved in advance by the calendar clerk of the Bankruptcy Court. The stipulations, promises or agreements as to the continuation of the automatic stay contrary to the provisions of Section 326(e) will not be considered effective or binding by secured creditor unless in writing and approved by and on file in the Bankruptcy Court.

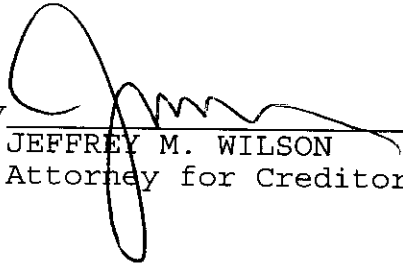
NOTICE OF PRELIMINARY HEARING PURSUANT TO 11 U.S.C. 362

YOU WILL PLEASE TAKE NOTICE that on the 3rd day of November, 1999, at 9:30 a.m., of said day, or as soon thereafter as counsel

can be heard, at the above-named Court at U.S. Bankruptcy Court, 801 Sherman Ave., Pocatello, Idaho, will call up for disposition by the Court its Motion for Relief from Stay.

DATED this 13 day of October, 1999.

WILSON & McCOLL

By 
JEFFREY M. WILSON
Attorney for Creditor

CERTIFICATE OF MAILING

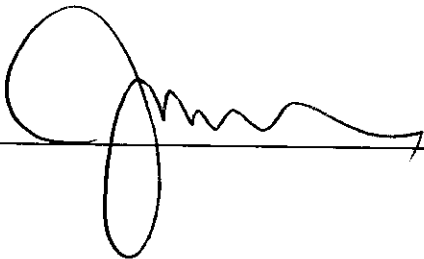
I HEREBY CERTIFY that on the 13 day of October, 1999, I mailed a true and correct copy of the foregoing MOTION TO VACATE AUTOMATIC STAY AND NOTICE OF HEARING by regular United States mail with the correct postage affixed thereon addressed to:

Joseph H. Lott
4200 Philbin #97
Pocatello, Idaho 83202

Douglas K. Merkley
Attorney at Law
P.O. Box 4389
Pocatello, Idaho 83205

L.D. Fitzgerald, Trustee
P.O. Box 6199
Pocatello, Idaho 83205

U.S. Trustee
P.O. Box 110
Boise, Idaho 83701



NAME
AND
ADDRESS
OF
SELLERName Homer AnAddress 4708 YellowstoneCity Chubbuck

County _____

State ID

Zip

Code 83201(Please Print)
Name(s) Joseph H Lott
Mary E EdwardsNAME
AND
ADDRESS
OF
BUYERAddress 751 FranklinCity PocatelloCounty BannockState ID

Zip

Code 83201Proposed Location of
Manufactured Home 1550 YellowstonePocatello ID 83201Tel. No. 208 232 4822SOCIAL SECURITY NUMBER(s)
428 23 3314
519 96 6966

FOR OFFICE USE ONLY

OFFICE NO.

DEALER NO.

ACCT. NO.

As used herein, "Buyer" means all persons who sign this contract as buyer or co-buyer, jointly and severally, and "Seller" means the seller named above.

Buyer has been quoted both a Cash Price (shown below in Item 1 of the Itemization of Amount Financed) and a Total Sale Price (shown below in the Truth in Lending disclosures) for the manufactured home described below together with the furnishings, equipment, appliances and accessories included in the manufactured home at the time of purchase ("Manufactured Home") and agrees to purchase the Manufactured Home for the Total Sale Price. Buyer hereby acknowledges delivery and acceptance of the Manufactured Home in good order.

Buyer promises to pay Seller or its assignee the Unpaid Balance (shown below in Item 5 of the Itemization of Amount Financed), together with interest computed at the annual rate or rates of interest designated below ("Agreed Rate of Interest"), until paid in full, in consecutive monthly payments according to the payment schedule shown below. Each payment made shall be applied first to interest to the date of payment and the remainder to the outstanding amount of the Unpaid Balance. The term "Rate Adjustment Date" whenever it is used hereinbelow means that date which is one month prior to any one of the "Monthly, beginning" dates set forth under "When Payments are Due" in the payment schedule below other than the first such date.

Agreed Rate of Interest (Check appropriate box):

☒ One Rate Throughout Term

11.25

% per year on the outstanding amount of the Unpaid Balance throughout the term and until the total indebtedness has been paid in full.

☐ Two Rates During Term

% per year on the outstanding amount of the Unpaid Balance until the Rate Adjustment Date and then % per year on the outstanding amount of the Unpaid Balance until the total indebtedness has been paid in full.

☐ Three Rates During Term

% per year on the outstanding amount of the Unpaid Balance until the first Rate Adjustment Date, % per year on the outstanding amount of the Unpaid Balance until the second Rate Adjustment Date and then % per year on the outstanding amount of the Unpaid Balance until the total indebtedness has been paid in full.

☐ Four Rates During Term

% per year on the outstanding amount of the Unpaid Balance until the first Rate Adjustment Date, % per year on the outstanding amount of the Unpaid Balance until the second Rate Adjustment Date, % per year on the outstanding amount of the Unpaid Balance until the third Rate Adjustment Date and then % per year on the outstanding amount of the Unpaid Balance until the total indebtedness has been paid in full.

The Seller has made the Truth in Lending disclosures contained in this contract unless another party is identified here: _____

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your downpayment
<u>11.25</u> %	<u>\$ 93,467.67</u>	<u>\$ 37,439.13</u>	<u>\$ 130,906.80</u>	of <u>\$ 2,500.00</u> <u>\$ 133,406.80</u>

Your payment schedule will be:

Number of Payments	Amounts of Payments	When Payments Are Due
<u>360</u>	<u>\$ 363.63</u>	Monthly, beginning <u>DECEMBER 5</u> 19 <u>18</u>
	\$	Monthly, beginning 19
	\$	Monthly, beginning 19
	\$	Monthly, beginning 19

Security: You are giving a security interest in: ☒ the Manufactured Home being purchased
☐ real property you own located at:

Prepayment: If you pay off early you will not have to pay a penalty.

Assumption: Someone buying your Manufactured Home may, under certain circumstances, be allowed to assume the remainder of the contract on the original terms. See contract terms below, on reverse side and in your additional contract documents for additional information about nonpayment, default, required repayment in full before the scheduled date and prepayment refunds and penalties.

ITEMIZATION OF AMOUNT FINANCED:

1. Cash Price (including sales tax of \$	1,049.13	39,586.13
Cash Downpayment		1000.00
Trade In (Year, Make, Model)	N/A	N/A
Length	0.00	0.00
Gross Value \$		0.00
Net Trade In Value		0.00
Fleetwood Rebate		1,500.00
(description)		
2. Total Downpayment		2,500.00
3. Unpaid Balance of Cash Price (1 minus 2)		37,086.13
4. Amounts paid to others on your behalf		
a. To Insurance Companies		
(1) Property Insurance		
Broad Form		
Comprehensive	\$ 345.00	Expiration Date 10-22-96
Vendor Single Interest	\$ 0.00	
(2) Credit Life Insurance	\$ 0.00	
b. To Public Officials		
(1) License Fee	\$ 0.00	
(2) Registration	\$ 0.00	
(3) Lien Notation Fees	\$ 0.00	
(4) Certificate of Title	\$ 0.00	
(5) D.O.C. Stamps	\$ 0.00	
(6) Tags	\$ 0.00	
(7) Filing Fees	\$ 0.00	
c. To		
(insert name and description)		
N/A	\$ 0.00	
d. To		
(insert name and description)		
N/A	\$ 0.00	
e. To		
(insert name and description)		
N/A	\$ 0.00	
f. To		
(insert name and description)		
Total (a, b, c, d, e and f)		353.00
5. Unpaid Balance (3 plus 4)		37,439.13
6. Prepaid Finance Charge		0.00
7. Amount Financed (5 minus 6)		37,439.13

DESCRIPTION OF MANUFACTURED HOME

Trade Name	Fleetwood	Year	1997	Model	Brookfield
Length	40	Width	24	Serial No.	10FLT04A71535BF13
Serial No.	10FLT04B71535BF13				

Additional Accessories And Furnishings

Item	Serial #
------	----------

This agreement supercedes any and all other agreements. Price to include:

1. Setup/Delivery
2. Temporary Steps not necessarily to code
3. Std height skirting
4. Pdf order confirmation

OPTIONAL CREDIT LIFE INSURANCE:

Buyer understands that credit life insurance is not required as a condition of the extension of credit by Seller. Any application for credit life insurance is subject to the insurance company's approval.

TYPE	TERM OF INSURANCE	PREMIUM	SIGNATURE
Single Decreasing Term Credit Life Insurance (on first named buyer only)	First 0 months of contract	\$ 0.00	I <input type="checkbox"/> want <input type="checkbox"/> do not want single decreasing term credit life insurance. Date _____
Joint Decreasing Term Credit Life Insurance (on buyer and co-buyer)	First 0 months of contract	\$ 0.00	We <input type="checkbox"/> want <input type="checkbox"/> do not want joint decreasing term credit life insurance. Date _____

NOTICE OF BUYER'S/CO-BUYER'S RIGHT TO CANCEL OPTIONAL CREDIT LIFE INSURANCE

Buyer may, without penalty or obligation, cancel the optional credit life insurance coverage described herein. The unearned credit insurance premium will be credited to Buyer's account. If cancellation occurs within 15 days from the contract date, the entire credit insurance premium will be credited to Buyer's account. To cancel, Buyer must return to Ford Consumer Finance Company, Inc., the Certificate of Insurance or written request to cancel the insurance. Cancellation of this optional credit life insurance will not relieve Buyer of Buyer's obligation to continue making payments on the contract as scheduled.

REQUIRED PROPERTY INSURANCE:

Buyer is required to have and maintain, at Buyer's expense, insurance against physical damage to the Manufactured Home for the term of this contract, with a loss payable clause protecting lienholder (as interest may appear) with provision for 10 day notice of cancellation to lienholder (minimum coverage — Broad Form Comprehensive in amount equal to the actual cash value of the Manufactured Home including, if the Manufactured Home is to be located in a designated hazardous flood area, flood insurance coverage if required by Federal law). Vendor single interest insurance, which is solely for the benefit of Seller and does not protect Buyer, is not required as a condition of the extension of credit by Seller. Buyer has the right to obtain insurance through any person of Buyer's choice as well as through Seller. The cost of required insurance and any other property or liability insurance selected by Buyer for the term(s) disclosed in item 4a(1) of the contract by which you are purchasing your Manufactured Home, if procured through Seller, is \$ _____. Buyer's election to obtain such insurance through Seller is shown by the inclusion of this cost in said item 4a(1). Additional insurance policies will be required to be purchased or furnished by Buyer at Buyer's expense.

TYPE	TERM OF INSURANCE	PREMIUM	SIGNATURE
Single Decreasing Term Credit Life Insurance (on first named buyer only)	First _____ months of contract	\$ 0.00	I <input type="checkbox"/> want <input type="checkbox"/> do not want single decreasing term credit life insurance. Date _____
Joint Decreasing Term Credit Life Insurance (on buyer and co-buyer)	First _____ months of contract	\$ 0.00	We <input type="checkbox"/> want <input type="checkbox"/> do not want joint decreasing term credit life insurance. Date _____

NOTICE OF BUYER'S/CO-BUYER'S RIGHT TO CANCEL OPTIONAL CREDIT LIFE INSURANCE

Buyer may, without penalty or obligation, cancel the optional credit life insurance coverage described herein. The unearned credit insurance premium will be credited to Buyer's account. If cancellation occurs within 15 days from the contract date, the entire credit insurance premium will be credited to Buyer's account. To cancel, Buyer must return to Ford Consumer Finance Company, Inc., the Certificate of Insurance or written request to cancel the insurance. Cancellation of this optional credit life insurance will not relieve Buyer of Buyer's obligation to continue making payments on the contract as scheduled.

REQUIRED PROPERTY INSURANCE:

Buyer is required to have and maintain, at Buyer's expense, insurance against physical damage to the Manufactured Home for the term of this contract, with a loss payable clause protecting lienholder (as interest may appear) with provision for 10 day notice of cancellation to lienholder (minimum coverage — Broad Form Comprehensive in an amount equal to the actual cash value of the Manufactured Home including, if the Manufactured Home is to be located in a designated hazardous flood area, flood insurance coverage if required by Federal law). Vendor single interest insurance, which is solely for the benefit of Seller and does not protect Buyer, is not required as a condition of the extension of credit by Seller. Buyer has the right to obtain insurance through any person of Buyer's choice as well as through Seller. The cost of required insurance and any other property or liability insurance selected by Buyer for the term(s) disclosed in Item 4a(1) of the contract by which you are purchasing your Manufactured Home, if procured through Seller, is \$ _____. Buyer's election to obtain such insurance through Seller is shown by the inclusion of this cost in said Item 4a(1). Additional insurance policies will be required to be purchased or furnished by Buyer, at Buyer's expense, if policies being purchased or provided expire or are cancelled prior to payment in full of this contract. Should Buyer fail initially to provide required insurance, Seller may, but shall not be obligated to, procure such insurance on Buyer's behalf. If Buyer has provided insurance satisfying the minimum coverage requirements hereunder, but such insurance expires or is otherwise terminated, Seller may, but shall not be obligated to, procure on Buyer's behalf coverage as nearly comparable as is available to that insurance which has expired or been terminated. In either event, the cost thereof plus interest at the contract rate will be added to Buyer's indebtedness hereunder.

Buyer further agrees that if Property Insurance, including Vendor Single Interest Insurance, is financed as a part of this transaction, (1) to the extent of the debt secured hereby, Buyer's right to receive any refund of the charge for such insurance is hereby assigned to Seller, or to its assignee if this contract has been assigned; (2) the insurance company is hereby directed to pay such refund directly to Seller, or to its assignee if the contract has been assigned, is hereby authorized to collect and endorse any check in payment thereof; and (3) Seller, or its assignee if this contract has been assigned, is hereby authorized, at its sole option, to apply such refund to the debt secured hereby or to remit same to Buyer.

Buyer hereby authorizes Seller and its assignees to release to any insurance company affiliated with Seller or its assignees any information relating to a contract or policy of insurance which is providing or may provide insurance coverage against physical damage to the Manufactured Home.

The foregoing contract is hereby assigned under the terms of the Assignment on the reverse side hereof.

BUYER ACKNOWLEDGES RECEIPT OF A TRUE COPY OF THIS MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT.

Homes America

Seller

By [Signature] (Signature) [Title]

MSRID (3-95) 600812

FILE

[Signature] (Signature of Buyer) (Seal)
[Signature] (Signature of Co-Buyer) (Seal)
 Date NOVEMBER 22 19 96

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE

(See other side for Buyer's signature)

VALIDITY: If any provision of this contract should be held to be prohibited by, unenforceable or invalid under applicable law, such prohibition, unenforceability or invalidity will not invalidate the remaining provisions of this contract, which will remain in full force and effect and will be binding upon the parties hereto. This contract will be of no effect until and unless signed by Seller and Buyer.

GOVERNING LAW: This contract is governed by Idaho law.

WAIVER: Waiver of any default will not constitute a waiver of any other default. No provision may be changed, unless agreed to by both parties. This contract constitutes the entire agreement between the parties.

NOTICE OF PROPOSED CREDIT INSURANCE

The front of this contract is marked to show if group credit life insurance applies to it. The insurer is Associates Financial Life Insurance Company. The insurer may accept or reject the insurance. The insurance covers only those who sign the request for insurance. The charge is shown for each type of insurance to be bought. The term of insurance will begin on the date the debt begins. It will end on the date the debt is first set to end unless it is terminated prior to that date. If the insurer accepts the insurance, the insured will receive from the insurer a certificate of insurance within 30 days. This will more fully describe the insurance. It will state any limits on coverage. If the debt is prepaid, a refund of the insurance charges will be made when due, according to the Rule of 78 as filed in the state of issue.

767436410

SECURITY INTEREST: Buyer hereby grants Seller a security interest in (1) the Manufactured Home and in all goods that are or may hereafter by operation of law become accessions thereto; (2) if box is checked in Security disclosure on other side of this contract, real property Buyer owns and on which the Manufactured Home is to be located; and (3) all proceeds of such property. If this contract is secured by a mortgage or deed of trust on Buyer's real estate, then this security agreement is not exclusive. Buyer's rights and remedies under this contract and any mortgage or deed of trust executed herewith are cumulative, but Buyer's right to a written notice of default and 30 days to cure will not be affected by any inconsistent provision of any mortgage or deed of trust.

PREPAYMENT: BUYER MAY PREPAY THIS CONTRACT IN FULL OR PART AT ANY TIME WITHOUT PENALTY. If Buyer prepays in part, Buyer must continue making regular payments until the contract is paid in full, and the balance due on the contract will continue to accrue interest.

DEFAULT: Time is of the essence hereof. In the event of nonpayment or other default, Buyer is entitled to written notice of the default and 30 days to cure. Except in case of abandonment or other extreme circumstances, Seller will take no action to repossess or foreclose or to accelerate payment of the entire outstanding indebtedness until 30 days after the postmarked date of written notice of default directed to Buyer, and Buyer will be allowed to cure the default during the aforesaid period. If Buyer cures the default within the 30-day period and subsequently defaults, Buyer will again be entitled to the notice set forth above. Buyer is not entitled to more than two notices of default in any one-year period or if the Manufactured Home is abandoned. Any personal property of Buyer in or attached to the Manufactured Home which is not subject to Seller's security interest may be held by Seller without liability if the Manufactured Home is repossessed. Buyer will be deemed to have waived any claim thereto unless written demand by certified mail is made upon Seller within 10 days after repossession. In the event Buyer's obligation is referred for collection to an attorney who is not a salaried employee of Seller, Buyer agrees to pay, in addition to all other sums due and owing hereunder, reasonable attorney's fees, plus the court costs.

ADDITIONAL COVENANTS: Buyer agrees: (a) not to remove the Manufactured Home from the address designated herein unless Buyer first notifies Seller and receives Seller's written consent; (b) not to sell the Manufactured Home without first obtaining Seller's written consent; (c) that the Manufactured Home will remain personal property and not become part of the freehold; (d) not to encumber or abandon the Manufactured Home or use it for hire or illegally; (e) to maintain the Manufactured Home in good condition until such time as Buyer's obligations under this contract have been satisfied in full; and (f) to pay promptly all lot rent and all liens imposed upon the Manufactured Home and for its use. Should Buyer fail to promptly pay any such lot rent or lien, Seller may do so on Buyer's behalf. In such event, Buyer will immediately reimburse Seller for the cost thereof, or such cost plus interest at the annual percentage rate shown on the reverse side hereof will be added to Buyer's indebtedness hereunder.

CREDIT INFORMATION: Seller may investigate Buyer's credit status in connection with Buyer's account and may furnish information concerning Buyer and Buyer's account to credit reporting agencies.

ASSIGNMENT: Seller may assign this contract to any person or entity. All rights granted to Seller under this contract will apply to any assignee of this contract. If Seller assigns this contract, Seller will not be assignee's agent for any purpose.

WAIVER: Waiver of any default will not constitute a waiver of any other default. No provision may be changed, unless agreed to by both parties. This contract constitutes the entire agreement between the parties.

GOVERNING LAW: This contract is governed by Idaho law.

VALIDITY: If any provision of this contract should be held to be prohibited by, unenforceable or invalid under applicable law, such prohibition, unenforceability or invalidity will not invalidate the remaining provisions of this contract, which will remain in full force and effect and will be binding upon the parties hereto. This contract will be of no effect until and unless signed by Seller and Buyer.

(See other side for Buyer's signature)

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

to Ford Consumer Finance or pledge...ity to Ford Consumer Finance. Seller represents and warrants that: (1) Buyer's credit statement submitted herewith is completely accurate unless otherwise specified; (2) Buyer was legally competent to contract at the time of Buyer's execution of this contract; (3) this contract arose from the bona fide sale of the merchandise described in this contract; (4) the down payment was made by Buyer in cash unless otherwise specified and no part thereof was loaned directly or indirectly by Seller to Buyer; (5) there is now owing on this contract the amount set forth herein; (6) this contract and any guaranty submitted in connection herewith are in all respects legally enforceable against each purported signatory thereof; and (7) Seller has the right to pledge or assign this contract and thereby to convey good title to it or to grant a security interest in it.

For value received, Seller hereby assigns to Ford Consumer Finance all its right, title and interest in this contract and the property which is the subject matter hereof and authorizes Ford Consumer Finance to do everything necessary to collect and discharge same. All the terms of any existing written agreements between Seller and Ford Consumer Finance governing the purchase of contracts are made a part hereof by reference, it being understood that Ford Consumer Finance relies upon the above warranties and upon said agreements in purchasing this contract.

(See Other Side for Seller-Assignor's Signature to this Assignment)

